

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

TRUSTEES OF THE GLAZIERS,)	
ARCHITECTURAL METAL)	
AND GLASS WORKERS LOCAL)	
UNION NO. 27 WELFARE AND)	
PENSION FUNDS,)	No. 17 CV 7543
)	
Plaintiffs,)	Judge
)	
v.)	Magistrate Judge
)	
UNITED GLASS, INC., a Minnesota)	
corporation,)	
)	
Defendant.)	

COMPLAINT

Plaintiffs, by their attorneys, DONALD D. SCHWARTZ, ANDREW S. PIGOTT, and
ARNOLD & KADJAN, LLP complain against Defendants, **UNITED GLASS, INC.**, as follows:

1. (a) Jurisdiction of this cause is based on Section 301 of the National Labor
Relations Act, 29 U.S.C. Section 185 (a) as amended.

(b) Jurisdiction of this cause is based upon Section 502 of the Employee
Retirement Security Act of 1974, 29 U.S.C. Section 1132, 1145 (“ERISA”), as amended.

2. Venue is founded pursuant to 29 U.S.C. Section 1132 (e)(2) in this District where
the Funds, as described in Paragraph 3, are administered.

3. (a) The Plaintiffs in this count are the TRUSTEES OF THE GLAZIERS,
ARCHITECTURAL METAL AND GLASS WORKERS LOCAL UNION NO. 27 FRINGE
BENEFIT FUNDS (“the Funds”), and have standing to sue pursuant to 29 U.S.C. Section
1132(d)(1).

(b) The Funds have been established pursuant to Collective Bargaining Agreements previously entered into between the Glaziers Union Fringe Benefit Funds and its affiliated locals (the "Union") and certain employer associations whose employees are covered by the Collective Bargaining Agreement with the Union.

(c) The Funds are maintained and administered in accordance with and pursuant to the provisions of the National Labor Relations Act, as amended, and other applicable state and federal laws and also pursuant to the terms and provisions of the agreements and Declarations of Trust which establish the Funds.

4. Defendant, **UNITED GLASS, INC. ("UNITED GLASS")**, a Minnesota is an employer engaged in an industry affecting commerce.

5. Since on or before January 1, 2013, **UNITED GLASS** entered into a Collective Bargaining Agreement with the Union by:

(a) signing a Memorandum of Agreement with the Union; and/or

(b) conforming its conduct to the Collective Bargaining Agreement, including by paying the Agreement's specified wages and by making periodic contributions to the Funds on behalf of its bargaining unit employees.

6. By virtue of certain provisions contained in the Collective Bargaining Agreements, **UNITED GLASS** is bound by the Trust Agreement establishing the Funds.

7. Under the terms of the Collective Bargaining Agreements and Trust Agreements to which it is bound, **UNITED GLASS** is required, when given reasonable notice by Plaintiffs or their representatives, to submit all necessary books and records to Plaintiff's auditor for the purpose of determining whether or not it is in compliance with its obligation to contribute to the Funds.

8. **UNITED GLASS** submitted its books and records to the Funds' auditor on or around July 27, 2017.

9. The auditor's review of **UNITED GLASS'** books and records revealed the following arrearages due to the Funds: \$8,754.82 in contributions; \$1,313.22 in liquidated damages; \$166.27 in discrepancies; and \$890.00 in audit costs.

WHEREFORE, Plaintiff pray for relief as follows:

A. entry of judgment against **UNITED GLASS** and in favor of the Funds in the amount of \$11,124.31.

B. Plaintiffs be awarded their costs herein, including reasonable attorneys' fees and costs incurred in the prosecution of this action, together with liquidated damages in the amount of 20%, all as provided in the applicable agreements and ERISA Section 502(g)(2).

C. This Court grant Plaintiffs such other and further relief as it may deem appropriate under the circumstances.

Respectfully submitted,

**TRUSTEES OF THE GLAZIERS,
ARCHITECTURAL METAL AND
GLASS WORKERS LOCAL UNION
NO. 27 WELFARE AND
PENSION FUNDS**

By: s/ Andrew S. Pigott
One of their Attorneys

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